

Exhibit “D”



We get the job done!

SECURITY AGREEMENT

CUSTOMER: STATELINE RENTALS, LLC
 ADDRESS: 1205 Galleria Blvd
 CITY, STATE & ZIP: Rock Hill, SC 29730-6671

SECURED PARTY: STEARNS BANK N.A.
 ADDRESS: 500 13TH ST, PO BOX 750
 CITY, STATE & ZIP: ALBANY, MN 56307

Agreement # 3069110-001 ("Finance Agreement")

- 1. SECURITY INTEREST AND COLLATERAL.** To secure the payment and performance of the Finance Agreement, and each and every debt, liability and obligation of every type and description which Customer may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several): all such debts, liabilities and obligations and any extensions, renewals or replacements thereof (collectively "Obligations"), Customer hereby grants Secured Party a security interest ("Security Interest") in all property financed by the Finance Agreement, including but not limited to the following property:

See Equipment Schedule Attached

together with all substitutions and replacements for and products of any of the foregoing property, together with any proceeds of the above-referenced collateral and all accessions and all accessories, attachments, parts, equipment and repairs now or hereafter attached, affixed to or used with any such goods (collectively "Collateral").

- 2. ASSIGNMENT.** Without Secured Party's written consent, Customer will not sell, assign, rent or sublet, pledge, or otherwise encumber or permit a lien to arise or exist on or against any interest in this Security Agreement or the Collateral or remove the Collateral from its present location. Secured Party may assign its interest in this Security Agreement and sell or grant a security interest in all or any part of the Collateral without Customer's consent. Customer agrees not to assert against any assignee of Secured Party any claim or defense Customer may have against Secured Party.
- 3. LOSS OR DAMAGE.** In the event any item of Collateral shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Customer shall promptly notify Secured Party of any loss of or material damage to any Collateral or of any adverse change, known to Customer. Customer shall promptly pay Secured Party in cash an amount equal to the fair market value of Collateral upon any loss, theft, destruction, damage or condemnation, and Customer shall notify Secured Party immediately upon Customer's receipt of information that suggests the prospect of loss, destruction, or condemnation. Customer shall pay any sales and use taxes due on a transfer resulting from any such condemnation or other loss. Any insurance or condemnation proceeds received shall be held in trust by Customer for Secured Party, and Customer shall immediately turnover to Secured Party any and all proceeds received in relation to the Collateral; Secured Party shall apply such proceeds to reduce Customer's Obligations, and Secured Party shall be entitled to any surplus.
- 4. ADDITIONAL ACTION.** Customer will promptly execute and deliver to Secured Party such further documents and take such further action as Secured Party may request in order to more effectively carry out the intent and purpose of this Security Agreement, the Finance Agreement and related agreements.
- 5. DEFAULT.** All events constituting an "Event of Default" under Finance Agreement shall constitute an event of default under this Agreement, and Secured Party may exercise any one or more of the rights and remedies as outlined in Finance Agreement.
- 6. MISCELLANEOUS.** By signing below, Customer acknowledges and agrees that this Security Agreement is incorporated into and an indispensable part of the above-referenced Finance Agreement between Customer and Stearns Bank National Association (Lender), and Customer agrees a facsimile copy and/or electronic signature and copy will be treated as an original and be admissible as evidence of this Security Agreement.

STEARNS BANK NATIONAL ASSOCIATION

DocuSigned by:

By: Dominic Bonacci
 9E97979B0CCF46D...

Name: Dominic Bonacci

Title: Senior Account Manager

STATELINE RENTALS, LLC

DocuSigned by:

By: Garth E McGillewie
 9F8B6606E98D432...

Name: Garth Errol McGillewie Jr

Title: Managing member